IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.3119 OF 2004

IN

WRIT PETITION NO.3269 OF 2003

M/s.Shailesh Velvet Industries .. Applicant.

vs.

Shri Ashik Bachayi Yadav .. Respondent.

Mr.Rajesh Gehani for the Applicant.

Mr.I.R. Kulkarni for the Respondent.

CORAM : B.H.MARLAPALLE, J.

DATED : 29th April, 2005.

P.C. :

1. Heard Mr.Gehani, the learned counsel for the applicant-company which had filed writ petition No.3269 of 2003 before this Court.

2. The said petition was disposed on 13.1.2004 and the case was remanded to the first Labour Court and for considering afresh on merits. On remand the parties have arrived at settlement. They have settled the matter as per the consent terms dated 8.9.2004. Clause (7) of the said consent terms reads as under :

"7. It is specifically agreed by and between the parties that the amount of Rs.1,50,000/- deposited by the Opponents before the Hon'ble Court on 13/1/2003 vide Cheque bearing No.406473 belongs to the opponents and that the Opponents shall have right to withdraw the same from the Court and in the event the Opponent Company makes such an application, the Applicant and / or its representative shall not have any objection to withdraw the same."

3. Consequent to the above settlement, application was submitted before the first Labour Court at Thane bearing Application (IDA) No.47 of 2000 was disposed of as compromise, for seeking leave to withdraw the deposited amount of Rs.75,000/- invested in a nationalised bank. The learned Judge of the first Labour Court noted that he would not allow the said application and it was necessary for the applicant to approach this Court to obtain the appropriate orders and hence, this application has been moved.

4. It is clear from the order passed by the

Labour Court on 8.9.2004 that the application (IDA) No.47 of 2000 has already been disposed in terms of compromise terms and as per clause (7) of the said terms which has been reproduced hereinabove, the applicant - company is entitled to withdraw the deposited amount.

5. Hence, the application is allowed in terms of prayer clause (a). Writ to go to the first Labour Court at Thane forthwith.

(B.H. Marlapalle, J.)